

## **EXHIBIT C**

original

DOCKETED

APR 23 2015

A. LEBRON  
JUDICIAL RECORDS

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
CIVIL TRIAL DIVISION

Francine Beyer

v.

Rhashea L. Harmon

February TERM, 20 15

NO. 150202412

Municipal Ct. LT# 1412053548

ORDER

AND NOW, this 22<sup>nd</sup> day of, April 20 15, upon consideration of the above Settlement Agreement, it is hereby **ORDERED** that the Settlement Agreement is **APPROVED**. Attached to this Order are emails that explain why the defendant's attorney signed the Settlement Agreement ~~and~~ on behalf of his client.

BY THE COURT:

B. H. Mon  
J.

Beyer Vs Harmon-WSPTJ



15020241200030

**From:** Mark Copoulos [<mailto:mark@copouloslaw.com>]  
**Sent:** Tuesday, April 21, 2015 6:07 PM  
**To:** Moss, Bradley  
**Cc:** [skupersmith@sirlinlaw.com](mailto:skupersmith@sirlinlaw.com); Lebron, Annette  
**Subject:** Re: Beyer v Harmon

Your Honor and Counsel:

I would ask the court enforce the agreement made in-court on the record. It is identical to the settlement agreement. My client was present and agreed to the terms.

Respectfully submitted,

Mark Copoulos

Attorney at Law Office of Mark D. Copoulos  
1518 Walnut Street, Suite 906  
Philadelphia, PA 19102  
Phone: (267) 535-9776

[www.philacriminaldefenseattorney.com](http://www.philacriminaldefenseattorney.com)

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On Tue, Apr 21, 2015 at 4:39 PM, Moss, Bradley <[bradley.moss@courts.phila.gov](mailto:bradley.moss@courts.phila.gov)> wrote:

Dear Mr. Copoulos:

So where does that leave us? Under the terms of the agreement, your client is supposed to vacate by May 17. I am also unsure of what authority you have to sign for your client.

Judge Moss

**From:** Mark Copoulos [<mailto:mark@copouloslaw.com>]  
**Sent:** Tuesday, April 21, 2015 3:58 PM  
**To:** Moss, Bradley  
**Subject:** Re: Beyer v Harmon

Your Honor and Counsel-

Rhashea has been having medical problems. She planned to sign the settlement after they subsided. I have written and called Rhashea this week, but she has not responded.  
Thank you.

Mark Copoulos  
Attorney at Law Office of Mark D. Copoulos  
1518 Walnut Street, Suite 906  
Philadelphia, PA 19102  
Phone: (267) 535-9776

[www.philacriminaldefenseattorney.com](http://www.philacriminaldefenseattorney.com)

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On Tue, Apr 21, 2015 at 2:57 PM, Moss, Bradley <[bradley.moss@courts.phila.gov](mailto:bradley.moss@courts.phila.gov)> wrote:  
Dear Ms. Kupersmith and Mr. Copoulos:

This email is in response to the below email from Ms. Kupersmith. I would appreciate it if Mr. Copoulos would respond to this email by explaining why his client has not signed the settlement agreement and when she will be signing it. Thank you for your anticipated cooperation.

Judge Moss

**From:** Lebron, Annette  
**Sent:** Tuesday, April 21, 2015 2:36 PM  
**To:** Moss, Bradley  
**Subject:** FW: Beyer v Harmon

**From:** Susan Kupersmith [<mailto:SKupersmith@sirlinlaw.com>]  
**Sent:** Tuesday, April 21, 2015 2:33 PM  
**To:** Lebron, Annette  
**Cc:** Fran Beyer; Mark Copoulos  
**Subject:** Beyer v Harmon

Good afternoon! I am writing at this time because the Defendant has not returned the executed settlement agreement reflecting the terms we placed on the record in court on April 15, 2015. My client and I have signed the agreement and Defense counsel has also forwarded a copy executed by him on behalf of this client . I have attached copies of these documents.

I advised Defense counsel that if I did not have the agreement , signed by his client , in my hands by 2pm today , I was going to request that the court enforce the agreement and enter it on the record or list this matter for an immediate hearing and permission to proceed as to the eviction.

If the court will enter the agreement on the record with these signatures, then there is no need for hearing. I am writing to respectfully request that this matter be forwarded to Judge Moss for his immediate attention.

Thank you.

Susan

***Susan J. Kupersmith, Esquire***  
Sirlin, Lesser and Benson, P.C.  
123 South Broad Street  
Suite 2100  
Philadelphia, PA 19109

Phone - (215) 864 9700  
Fax - (215) 864 9669

[skupersmith@sirlinlaw.com](mailto:skupersmith@sirlinlaw.com)

original

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
CIVIL TRIAL DIVISION

Francine Beyer

v.

Rhashea L. Harmon

February

TERM, 20 15

NO. 150202412

Municipal Ct. LT # 1412053548

Landlord: Francine Beyer  
Address: 632 Spruce Street  
Philadelphia, PA 19106

Tenant: Rhashea L. Harmon  
Property Address (Leased Premises):  
429 N. 13th Street Apt 2A  
Philadelphia, PA 19123

Tenant's Forwarding or Alternate Address (if applicable):

COURT-APPROVED SETTLEMENT AGREEMENT

Subject to the terms and conditions set forth below, this appeal is hereby resolved on the terms and conditions set forth herein.

I. Terms and Conditions – Possession and Money:

A. Possession of the Leased Premises:

- ☐ **Tenant remains.** Tenant may remain in possession (or resume possession) of the Leased Premises pursuant to the terms of the lease. Note any lease amendments below (para. I. E.).
- ☒ **Tenant leaves.** Tenant will turn over possession of the Leased Premises as follows: Tenant is to have until May 17, 2015 to vacate so long as [Describe any conditions, such as payments to be made by tenant, if any.] If any such conditions are not met, Tenant shall vacate the Leased Premises on \_\_\_ days' notice from Landlord that Tenant has failed to meet these conditions without cause.

**B. Payment of Rent:**

☐ **Back Rent.** For the period before \_\_\_\_\_, Tenant is required to pay:

☒ no rent

☐ \$ \_\_\_\_\_, on the following schedule:

\_\_\_\_\_, So long as Tenant meets this schedule, no late fees will be charged.

[Do not include here any rent to be paid from Escrow pursuant to para. I. C.]

☐ **Rent Going Forward.** Tenant is required to pay ongoing monthly rent provided in the lease in the amount of \$ \_\_\_\_\_ beginning \_\_\_\_\_. If necessary, insert any special instructions for method of payment in para. I. E. below.

☐ **Rent Going Forward – Conditioned on Repairs.** Tenant is required to pay ongoing monthly rent provided in the lease in the amount of \$ \_\_\_\_\_ beginning \_\_\_\_\_ so long as Landlord completes the repairs listed in para. I. E. below by \_\_\_\_\_.

☒ **Lease in Effect – Amendments.** Except as provided above, the current lease (attached, if available) between Landlord and Tenant will be in full effect, [except that the lease term is will expire on May 17, 2015, subject to renewal if both parties agree in writing.] [insert date if appropriate]. Note any additional amendments in para. I. E.

**C. The Funds Escrowed with the Prothonotary (the Court):**

☒ **Funds to Landlord.** \$ 2250.00 shall be released to attorney Susan Koperski at the address listed above, or if different, at the following address:

123 S. Broad Suite 2100  
Philadelphia PA 19109

☒ **Funds to Tenant.** \$ 2250.00 shall be released to attorney Rick Kopulos at the address listed above, or if different, at the following address:

1518 Walnut Street  
Suite 906  
Philadelphia PA 19102

**D. The Tenant's Security Deposit (currently in possession of Landlord). If Tenant is vacating:**

- ☐ **Deposit Returned.** As part of this settlement, Landlord will return ALL / A PORTION of Tenant's security deposit in the amount of \$ \_\_\_\_\_ to Tenant within \_\_\_\_\_ days after this Agreement is signed.
- ☒ **Deposit Kept.** As part of this settlement, Landlord will keep ALL / A PORTION of Tenant's security deposit in the amount of \$ 3000.00 and any other prepaid rent.
- ☐ **Deposit Returned After Tenant Vacates.** The issue of return of the security deposit is not resolved by this settlement. In accordance with the Landlord/Tenant Act, Landlord will return Tenant's security deposit within thirty (30) days after Tenant vacates the Leased Premises, less any reasonable deductions for damage, if any. If Landlord does not return the security deposit or notify Tenant in writing of any damage within those thirty (30) days, Tenant reserves all rights to get two (2) times the security deposit from Landlord if the Landlord/Tenant Act is violated.
- ☐ **Address for Return of Deposit.** This is the address that Landlord should use to send the security deposit to Tenant:
- \_\_\_\_\_
- \_\_\_\_\_

**E. Other terms, if any:**

- ☒ Motion to withdraw supersedeas is withdrawn. Defendant will remove all personal property, leave the premises in good and clean condition and vacate by May 17, 2015. This

agreement does not waive Landlord's right to pursue a claim for damages to the premises if necessary, nor does it release or waive rights as to claims of lawsuits relating to any future litigation commenced by Defendant.

Except as may be provided above, this Settlement Agreement is a final agreement and cannot be appealed, and completely settles and releases any and all claims by the parties regarding rent and possession of the Leased Premises before today. However, this release does not release claims by any

party for the breach of the parties' obligations under the Settlement Agreement. In addition, Defendant is not waiving rights as to a claim for personal injuries, but waives all other claims for damages under the lease or from her tenancy.

By signing below, I confirm that I agree to follow the terms of the Settlement Agreement stated above. I have entered into this Settlement Agreement voluntarily. If I am signing in a representative capacity, I confirm that I have the authority to do so. I understand that I have a right to have my case decided by a judge or jury and I waive that right by entering into this

Agreement. I understand that this Settlement Agreement, once approved by a judge, is binding on both Landlord and Tenant and has the force of law and that there may be severe negative consequences if either Landlord or Tenant fails to keep his or her agreement to follow its terms.

**G. Disputes/ Breach of Settlement Agreement:**

If either party claims that the other party has breached this Settlement Agreement, the party making such a claim may file an Affidavit of Breach (form attached as Exhibit C) asserting that claim with this Court, the Court of Common Pleas of Philadelphia (the "Court of Common Pleas"). Within five (5) business days after mailing of an Affidavit of Breach to the opposing party, the opposing party may file a Counter-Affidavit (form attached as Exhibit D) and a hearing will be held by the Court if such a Counter-Affidavit is filed. The Court of Common Pleas will retain jurisdiction to enforce this Agreement.

**H. Filing with Philadelphia Municipal Court:**

This Agreement may be filed in the Philadelphia Municipal Court ("Municipal Court"). If applicable, the parties are also signing the attached Agreement to Amend Judgment or Agreement to Vacate/Satisfy Judgment (which are instructions to the Clerk of the Municipal Court), to be filed with the Municipal Court.

PARTIES ARE TO SELECT PART II [MUNICIPAL CT. JUDGMENTS] OR PART III [CT. OF COMMON PLEAS JUDGMENTS] BELOW, BUT NOT BOTH:

- ☒ **II. Procedural Disposition -- Municipal Court Judgments to be Amended/Vacated/Satisfied; Writs of Possession:**

**No Court of Common Pleas judgment will be entered. The appeal is withdrawn and will not be pursued, except as required to enforce this Agreement. The existing Municipal Court judgments will be treated as follows:**

☐ **Municipal Court Judgment by Agreement.** The Municipal Court judgments will be amended to reflect a Judgment by Agreement, on the terms and conditions set forth in Part I above. The attached Agreement to Amend Judgment (Exhibit A), signed by the parties, will be filed with the Municipal Court on behalf of the parties, with this Agreement attached. **[Also fill out satisfaction/vacating section below if judgment is later to be satisfied or vacated.]**

☐ **Satisfaction/Vacating of Municipal Court Judgments.**



☐ The Municipal Court judgments shall be marked *VACATED / SATISFIED* [circle appropriate word]. The attached Agreement to Vacate/Satisfy Judgment (Exhibit B), signed by the parties, will be filed promptly with the Municipal Court on behalf of the parties.

☒ The Municipal Court judgments shall remain unchanged but shall be marked *VACATED / SATISFIED* [circle appropriate word] *AFTER* the terms and conditions set forth in Part I have been satisfied. Both parties will sign, and *LANDLORD/TENANT* [circle appropriate word] will file, an Agreement to Vacate/Satisfy Judgment (in the form attached as Exhibit B) with the Municipal Court to this effect once the condition or conditions identified above have been satisfied. The Agreement to Vacate/Satisfy Judgment will be filed by mailing it to the address noted on Exhibit B.

☐ **Municipal Court Judgments Unchanged.** The Municipal Court judgments remain unchanged and may be enforced. The Prothonotary will inform the Municipal Court that the appeal has been withdrawn and will file a copy of this Settlement Agreement.

If a Municipal Court judgment for possession remains in place (or is amended) under this Settlement Agreement, the Municipal Court Writ of Possession may issue immediately and any such writ already issued remains in place. However, the Alias Writ of Possession (once issued) may not be executed until on or after May 17 2015, and only if Tenant has not turned over possession and keys to the Leased Premises voluntarily within the agreed time.

The supersedeas stay is hereby modified or vacated to permit the issuance and execution of writs consistent with this Settlement Agreement.

☐ **III. [SELECT ONLY IF PART II WAS NOT SELECTED ABOVE]**

**Procedural Disposition -- Court of Common Pleas Judgments to be Entered; Writs of Possession:**

☐ **Common Pleas – Judgment by Agreement.** A Judgment by Agreement is hereby entered in the Court of Common Pleas, on the terms and conditions set forth in Part I above. The Judgment by Agreement includes:

☐ **Common Pleas – Money Judgment.** A Money Judgment in the Court of Common Pleas in favor of \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ against \_\_\_\_\_, subject to the conditions set forth in Part I..

☐ Common Pleas - Possession. A Judgment in the Court of Common Pleas against Tenant for Possession of the Leased Premises, subject to the conditions set forth in Part I.

If a Court of Common Pleas judgment for possession is entered under this Settlement Agreement, a Writ of Possession may issue immediately. However, the Writ of Possession may not be executed until on or after \_\_\_\_\_, and only if Tenant has not turned over possession and keys to the Leased Premises voluntarily within the agreed time.

If this Part III has been selected and Court of Common Pleas judgments are entered, then in recognition of the issuance of such judgments, the Municipal Court judgments will be deemed vacated. The Prothonotary will so inform the Municipal Court.

☐ Satisfaction/Vacating of Court of Common Pleas Judgments. The Court of Common Pleas judgments entered pursuant to this Settlement Agreement shall be marked VACATED / SATISFIED (circle appropriate word) AFTER the terms and conditions set forth in Part I have been satisfied. Both parties will sign, and LANDLORD/TENANT (circle appropriate word) will file, a Praecipe (in the form attached as Exhibit E) with the Court of Common Pleas to this effect once the condition or conditions identified above have been satisfied. The Praecipe will be filed by e-filing (if the filing party is represented by counsel) or by hand delivery to the Prothonotary at the address noted on the Praecipe.

WHEREFORE, the undersigned parties, intending to be legally bound, hereby enter into this Settlement Agreement.

*Francis E. Bayl*  
Landlord

\_\_\_\_\_  
Tenant

*Michael J. [unclear]*  
(Attorney for Landlord)

\_\_\_\_\_  
Tenant

Dated 4/16/15

Dated: \_\_\_\_\_

(if applicable:)

PHILADELPHIA HOUSING AUTHORITY

By

Dated

☐ **Common Pleas – Possession.** A Judgment in the Court of Common Pleas against Tenant for Possession of the Leased Premises, subject to the conditions set forth in Part I.

If a Court of Common Pleas judgment for possession is entered under this Settlement Agreement, a Writ of Possession may issue immediately. However, the Writ of Possession may not be executed until on or after \_\_\_\_\_, and only if Tenant has not turned over possession and keys to the Leased Premises voluntarily within the agreed time.

If this Part III has been selected and Court of Common Pleas judgments are entered, then in recognition of the issuance of such judgments, the Municipal Court judgments will be deemed vacated. The Prothonotary will so inform the Municipal Court.

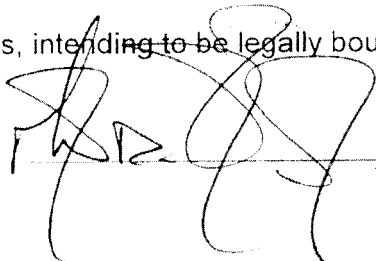
☐ **Satisfaction/Vacating of Court of Common Pleas Judgments.**


The Court of Common Pleas judgments entered pursuant to this Settlement Agreement shall be marked *VACATED / SATISFIED* [circle appropriate word] *AFTER* the terms and conditions set forth in Part I have been satisfied. Both parties will sign, and *LANDLORD/TENANT* [circle appropriate word] will file, a Praecipe (in the form attached as Exhibit E) with the Court of Common Pleas to this effect once the condition or conditions identified above have been satisfied. The Praecipe will be filed by e-filing (if the filing party is represented by counsel) or by hand delivery to the Prothonotary at the address noted on the Praecipe.

WHEREFORE, the undersigned parties, ~~intending to be legally bound~~, hereby enter into this Settlement Agreement.

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Landlord

  
\_\_\_\_\_  
Tenant

  
\_\_\_\_\_  
Tenant

Dated \_\_\_\_\_

Dated: \_\_\_\_\_

[if applicable:]

PHILADELPHIA HOUSING AUTHORITY

By \_\_\_\_\_

Dated \_\_\_\_\_